



City of Santa Barbara

City Clerk's Office

www.SantaBarbaraCA.gov

735 Anacapa Street

P.O. Box 1990

Santa Barbara, CA

93102-1990

Tel.: 805.564.5309

Fax: 805.897.2623

DATE: July 3, 2006

TO: URS Corporation
130 Robin Hill Road, Suite 100
Goleta, CA 93117

ATTN: Timothy J. Cohen, Vice President

FROM: Starla Russell, Records Technician *SL*

Enclosed for your records is a fully executed duplicate original of the following agreement between the City of Santa Barbara and the addressee listed above.

Agreement Number: 22,122

A contract with URS Corporation in the amount of \$500,329 for construction support services, and approve expenditures of up to \$35,100 for extra services that may result from necessary changes in the scope of work

Enclosures

c: John Schoof, Principal Civil Engineer/LR/cw

**City of Santa Barbara, Service Contract with
URS Corporation for Airfield Safety Project – Realignment of Tecolotito and
Carneros Creeks No. 22,122**

This Contract is entered into on June 27, 2006 by and between:

The City of Santa Barbara, a Municipal Corporation, referred to herein as the “**City**”;

and,

URS Corporation, referred to jointly herein as the “**Contractor**”;

WITNESSETH:

WHEREAS, Contractor has the special background, training and experience required by City, and in consideration of the mutual covenants, conditions, promises and agreements, herein, the City and Contractor **AGREE**:

1. SCOPE OF CONTRACTOR SERVICES

a. Contractor agrees to provide inspection, construction engineering, and biological and other monitoring services for the construction of the realignment of Tecolotito and Carneros Creeks, and described in **more detail in** the attached scope of services (Exhibit A) dated May 17, 2006. All work shall be complete within 365 working days from the Authorization to Proceed.

2. COMPENSATION

a. The total compensation for all services provided pursuant to this Contract, including all extra services as defined in Section 3 hereof and reimbursable expenses, shall not exceed the sum of \$535,429 without the express approval of City Council of the City of Santa Barbara. The basic contract is for \$500,329 and the total that may be claimed for Extra Services under this Contract shall not exceed \$35,100. This Contract provides the exclusive means of payment and reimbursement for costs to Contractor by the City.

b. Changes in personnel or in rates of compensation set forth in Exhibit A may be made only after written notice to and written approval by the City Public Works Director.

c. Where travel costs are included in Exhibit A, only the actual travel costs (at fare, rate per mile or lump sum approved), and/or actual expenses pursuant to the provisions of the Contract and within guidelines approved by the City Finance Director will be reimbursed.

d. Contractor may be reimbursed for such other necessary costs, including actual costs of copies, printing, postage, shipping and documents expense, and all costs of other materials, equipment, services and supplies, as approved and required to complete the work, according to the attached Exhibit A.

e. Compensation for Extra Services of Contractor authorized in accordance with Section 3 shall be paid to Contractor by City in accordance with the fee schedule set forth in Exhibit A. Contractor shall only be entitled to payment for Extra Services under this Contract if Contractor has obtained authorization required under Section 3 below.

f. Contractor shall submit itemized statements, which shall include a detailing of the number of hours spent on each task and copies of all subcontractors' invoices, to request payment in accordance with the standard billing format issued by the City Public Works Department. Contractor shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of 3 years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by City employees or independent agents during reasonable business hours.

3. EXTRA SERVICES OF CONTRACTOR

Prior to performing any services other than those described in Exhibit A ("Extra Services"), Contractor shall submit a written request for Extra Services and obtain the written approval of the City Public Works Director or his designee. The request for Extra Services shall at minimum include a description of the services to be performed, the reason why the Extra Services are needed or required, a schedule for completion of the proposed Extra Services, and a not-to-exceed amount for performance of the proposed Extra Services. Each approved Extra Services request shall be billed separately.

4. TIME OF BEGINNING AND COMPLETION

Services shall begin upon execution of this Contract. Contractor shall adhere to schedules and deadlines agreed to by City and Contractor shown in Exhibit A. Contractor's failure to complete the above services within the time specified, due to avoidable delays, may at the City's discretion be considered a material breach of this Contract. Contractor shall review the remaining work and remaining budget at least monthly and shall confirm that completion may be expected within the budget approved and on schedule, or in the alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency of delays in the schedule. No extension of time to complete any portion of the services called for in the Contract shall be allowed except upon the express, written approval of the Public Works Director. Contractor shall request, in writing, a time extension for approval by City, promptly upon the occurrence of any action causing delay in Contractor's prosecution of the services. The nature of the delay, the corrective actions taken and the impacts on the project schedule shall be described in each request for a time extension.

5. OWNERSHIP OF DOCUMENTS

All documents, computer programs, plans, renderings, charts, designs, drafts, surveys and other intellectual property which is originally developed by Contractor pursuant to this Contract shall become the property of City upon full and complete compensation to Contractor for services performed herein. Contractor will take such steps as are necessary to perfect or to protect the ownership interest of the City in such property. Contractor may retain copies of said documents for Contractor's file.

6. ASSIGNMENT OF CONTRACT

Contractor shall not assign, sublet or transfer any right, privilege or interest in this Contract, or any part thereof, without prior written consent of City. Contractor shall not substitute personnel designated in the proposal of Contractor without the written consent of City.

7. OFFICIAL NOTICES

Notices to either party shall be provided by personal delivery or by depositing them in the United States mail, first class postage prepaid, and addressed as identified at the signature page of this Contract. A party may change mailing address for all purposes under this Contract, by written notice.

8. DEFENSE, INDEMNITY AND HOLD HARMLESS

As part of the consideration for this Contract, Contractor shall provide the following:

a. Contractor shall, to the extent permitted by law, investigate, defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, and expense (including reasonable attorney fees), and causes of action of whatsoever character (hereinafter collectively referred to as "claims") which the City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this Contract, except to the extent a claim arises from a professional error or omission.

b. With respect to those claims arising from a professional error or omission, the following indemnification shall be applicable: Contractor shall investigate, defend, indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, and expenses (including reasonable attorney's fees) and causes of action of whatsoever character which City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or due to the professionally negligent acts, errors or omissions of Contractor.

9. INSURANCE REQUIREMENTS

As part of the consideration for this Contract, Contractor shall purchase and maintain at its sole cost and expense during the term of this Contract the following insurance with insurers that are satisfactory to the City:

a. Combined single limits of not less than one million (\$1,000,000) dollars of Comprehensive General Liability Insurance, including Bodily Injury and Property Damage and one million (\$1,000,000) dollars of Comprehensive Automobile Liability Insurance, including Bodily Injury and Property Damage. This insurance shall include:

(1) Extension of coverage to the City, its officers, agents and employees, as additional insureds, with respect to Contractor's liabilities hereunder in insurance coverages identified above;

(2) A provision that coverage will not be canceled or subject to reduction until at least thirty (30) days' prior written notice has been given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990;

(3) A provision that Contractor's insurance shall apply as primary, and not excess of, or contributing with, the City;

(4) Contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Contractor in the indemnity and hold harmless provisions (Section 7) of these Standard Conditions;

(5) A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each;

(6) A broad form property damage endorsement; and,

(7) A provision that the policies be provided on an "occurrence" basis.

b. Statutory Workers' Compensation and Employer's Liability Insurance, with an insurance company acceptable to City, which shall cover all employees while performing any work incidental to the performance of this Contract;

c. Professional Liability: Professional liability "errors and omission" insurance with minimum liability of not less than one million (\$1,000,000) to cover all services rendered by the Contractor pursuant to this Contract.

d. Approval of insurance by the City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to the Contract, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

e. Current Certificates of Insurance on forms supplied by the City and evidencing the above coverage, shall be completed by Contractor's insurer or its agent and submitted to City prior to execution of this Contract by City. Contractor shall exercise due diligence to require any and all subcontractors and all tiers of such subcontractors to provide General and Automobile Liability, and Workers' Compensation and Employers' Liability Insurance with minimum limits of coverage and upon terms and provisions required in this Contract.

10. TERMINATION

This Contract may be terminated with or without cause by either party at any time by giving the other no less than thirty (30) days notice in writing. In the event of such termination, Contractor shall deliver all programs, drawings, surveys, drafts, plans, work in progress and other documents related to the project to the City within five (5) days of the notice of termination. In the event of such termination, Contractor shall be compensated for such services as are performed up to the point of termination.

11. RIGHT TO PERFORM SIMILAR SERVICES

Nothing in this Contract shall restrict the City from providing the same or similar services through City employees, other contractors, other resources, or by arrangements with other agencies. Contractor may engage in similar activities to the extent that such work does not conflict with the proper performance of services under this Contract.

12. CONFLICT OF INTERESTS

Contractor warrants by execution of this Contract that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that Contractor maintains no agreement, employment, or position which would be in conflict with the duties to be performed for City under this Contract. Contractor further agrees that during the term of this Contract, Contractor will not obtain, engage in, or

undertake any interests, obligations or duty that would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this Contract.

13. ADMINISTRATION OF EMPLOYMENT

Contractor shall obtain and administer the employment of personnel having the background, training, experience, licenses and registration necessary for the work assigned, including all coordination, the withholding of proper taxes and benefits, the payment of wages, employer's contributions for FICA, and Federal and State unemployment payments, and the review and maintenance of any necessary licenses, certificates, memberships and other qualifications necessary for the services to be provided. Contractor is an independent contractor and shall not be considered an agent or employee of the City for any purpose. Contractor and its employees and agents are not entitled to any of the benefits or privileges that the City provides its employees.

14. BUSINESS TAX CERTIFICATE

Prior to the execution of the Contract, Contractor shall obtain a business tax certificate from the City at Contractor's expense. Contractor shall maintain a business tax certificate as required by the City Finance Director during the term of this Contract.

15. NO WAIVER OF PROVISIONS

No waiver of a breach of any provision of this Contract shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of this Contract.

16. APPLICABLE LAWS, PARTIAL INVALIDITY

This Contract shall be subject to the Santa Barbara City Charter, and the laws, rules, regulations and ordinances in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this Contract is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Contract and such deletion shall in no way affect, impair, or invalidate any other provision of this Contract, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

17. NON DISCRIMINATION ORDINANCE

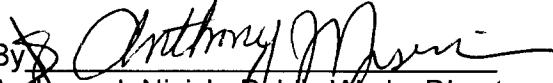
Contractor shall perform all work pursuant to this Contract in compliance with Section 9.126.020 of the Santa Barbara Municipal Code (a copy of which is attached as Exhibit B), prohibiting unlawful discrimination in employment practices, and shall be bound by the terms of such ordinance.

18. FEDERAL AVIATION ADMINISTRATION CERTIFICATION

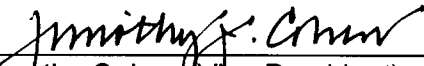
Contractor shall execute the Federal Aviation Administration certification attached hereto as Exhibit C.

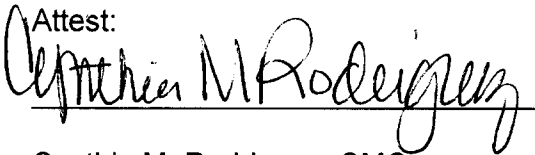
IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date and year first above written.

CITY OF SANTA BARBARA
A Municipal Corporation
P.O. Box 1990
Santa Barbara, California 93102-1990,

By 
Anthony J. Nisich, Public Works Director

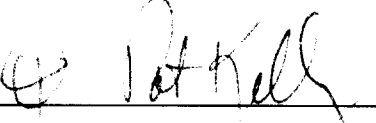
URS Corporation 805 964-6010
130 Robin Hill Road, Suite 100
Goleta California, 93117

By 
(Timothy Cohen, Vice President)

Attest:


Cynthia M. Rodriguez, CMC
City Clerk Services Manager


APPROVED AS TO CONTENT:
Pat Kelly, Asst. PW Director/City Engineer

By 

APPROVED AS TO FORM:
Stephen P. Wiley, City Attorney

By 

APPROVED AS TO INSURANCE:


Bradford E. Landreth, Risk Manager

BUSINESS TAX COMPLIANCE:
Certificate No. 019023

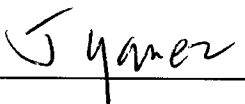
By 



EXHIBIT A

May 17, 2006

Mr. Leif Reynolds
Santa Barbara Airport
601 Firestone Road
Santa Barbara, CA 93117

**Re: Scope of Services, City of Santa Barbara Contract with URS,
Santa Barbara Airport Airfield Safety Project,
Realignment of Carneros and Tecolotito Creeks**

Dear Mr. Reynolds:

URS Corporation (URS) is pleased to present this proposal to provide permitting and construction support services related to the relocation of Tecolotito and Carneros Creeks at the Santa Barbara Airport. Penfield & Smith will be providing general construction management and inspection for the project. Through this scope of services, URS will provide environmental compliance and certain design support services during construction.

BACKGROUND

Construction is anticipated to begin in early June 2006, and will end by November 1, 2006 (a period of approximately 21 weeks). There will be a 180-day plant maintenance period that follows construction. Our services would occur during both construction and maintenance. Hence, the total time period for construction support services would be approximately 43 weeks, ending in April 2007.

URS prepared the engineering plans and specifications for the project. Penfield & Smith will function as the project Construction Manager/Inspector, who will have the primary responsibility for day to day oversight of the Contractor, inspecting and accepting work as it is completed, conducting weekly project team meetings, reviewing all submittals and requests for information, and coordinating responses to the Contractor. The Construction Manager/Inspector will be the Project Environmental Coordinator (PEC) with overall responsibility for ensuring compliance with environmental permit conditions, including but not limited to, work limits, hazardous materials, unexploded ordnance, archaeological discoveries, dust, water pollution, traffic, noise, and erosion control.

URS Corporation
130 Robin Hill Road, Suite 100
Santa Barbara, CA 93117
Tel: 805.964.6010
Fax: 805.964.0259

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Santa Barbara Airport
May 17, 2006
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EXHIBIT A

URS will work closely with the Construction Manager/Inspector, and provide the following permitting and construction support services:

- Project management
- Waste discharge permitting
- Engineering support
- Environmental support (including post-construction stormwater sampling)

These items are described below.

TASK 1 PROJECT MANAGEMENT

This task includes routine project management by URS, including client communication, progress meetings, and other related activities to assure constant momentum and direction during construction and maintenance activities.

TASK 2 WASTE DISCHARGE PERMITTING

Discharge Permit Application

The purpose of this task will be to assist the Airport in obtaining a Discharge Permit to allow discharge of pumped groundwater generated during dewatering operations for construction of the Tecolotito and Carneros Creek Realignment. The objective of this task will be for URS to complete and submit an application for a General Permit for Discharges With Low Threat to Water Quality as required by the California Regional Water Quality Control Board (RWQCB).

Piezometer Monitoring and Sampling

As part of the permit application effort, URS will obtain groundwater samples in order to characterize the quality of the water that will be discharged and surface water samples to characterize the quality of the water that will receive the discharge. The groundwater samples will be taken from up to five of the eight existing shallow piezometers located in the area of the proposed creek realignment project. The surface water samples will be taken from Tecolotito Creek near a potential discharge point. Although samples may be taken from only five wells, groundwater levels will be recorded at all eight wells. Two rounds of sampling have been included in this level of effort in the event that analytical results indicate the need for further characterization. URS will ship the samples under chain of custody to an

Mr. Leif Reynolds
Santa Barbara Airport
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EXHIBIT A

analytical laboratory under contract to the Airport. The samples will be analyzed for the constituents specified by the RWQCB for this type of permit. Additional analyses may be performed for other constituents in order to evaluate treatment options. Unless directed otherwise by the Airport, URS will request a 48-hour turn-around time for all analyses. URS will prepare a table of groundwater depths recorded at each piezometer and a site plan showing the approximate locations of the piezometers. The table of groundwater depths and site plan will be provided to the Airport for distribution to contractors bidding on the project.

This subtask also includes estimating the volume of groundwater that could be collected each day as the construction of the new creek progresses. To provide a basis for the estimate, a URS field crew will perform drawdown tests at three piezometers and measure the rate of recovery. This information will be useful in evaluating treatment options and may also be requested by the RWQCB during review of the permit application.

Development of Treatment Methodology

Depending on the results of the analytical testing, it may be necessary to treat groundwater that is collected during construction in order to meet the requirements of the discharge permit. URS will evaluate the analytical results with respect to the regulatory limits for the constituents specified in the discharge permit and develop a treatment method that will bring the discharge water into compliance. It is assumed that the most likely treatment method required will be filtration to remove suspended solids and adsorbed contaminants. URS will provide guide specifications and general technical information to assist the Contractor in achieving the discharge permit requirements.

This level of effort does not include feasibility studies to evaluate treatment options to remove dissolved or aqueous phase contaminants or options for treatment of contaminants exceeding regulatory limits for hazardous waste.

Permit Application and Agency Coordination

Upon completion of the analytical testing and receipt of the final test results, URS will submit the permit application and test results to the RWQCB. The permit application package will include a description of any treatment method that is proposed for achieving compliance with the discharge requirements. URS will communicate with the RWQCB as necessary during the permit application process to identify any data gaps and/or regulatory concerns prior to submittal of the application package. As a courtesy, URS will also copy the Santa Barbara County Fire Prevention Department (FPD) on the final analytical test results.

Mr. Leif Reynolds
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EXHIBIT A**Soil Sampling and Analytical Testing**

In the event that analytical results of groundwater samples indicate potential soil contamination, it is possible that the RWQCB and/or FPD may require sampling and analysis of surrounding soils to evaluate the source of detected groundwater contaminants. The sampling would likely consist of a series of step-out borings centered around one or more of the piezometers. To plan for this possibility, URS has included time for a field crew to perform one round of step-out borings, four at a radius of five feet and four at a 25-foot radius, at each of four existing piezometers. It is assumed that the borings would be a maximum of 10 feet deep and that four samples would be taken from each boring. URS would ship the samples under chain of custody to an analytical laboratory under contract to the Airport. The samples would be analyzed for the constituents specified by the RWQCB and/or FPD.

Analytical Reporting

The results of any required soil sampling and analytical testing will be compiled in a written report and presented to the RWQCB and FPD. The report will include a description of boring locations, sampling methods, and analytical test results.

Discharge and Receiving Water Monitoring

Discharge/receiving water monitoring, sampling and analysis, and reporting during construction as required under Part B of the permit application will be performed by URS as included in Task 4, item 6 of this proposal.

TASK 3 ENGINEERING SUPPORT

Our engineering services will include the following subtasks:

1. Attend pre-construction meeting (URS Senior Design Engineer to attend)
2. Review submittals as necessary (cost assumption: 8 hours)
3. Respond to RFIs as necessary (cost assumption: 24 hours)
4. Prepare any required design modifications as necessary (cost assumption: 24 hours)
5. Conduct two site inspections by Project Engineer
6. Geotechnical Engineer to inspect bank stabilization and filling of old creek

Mr. Leif Reynolds
Santa Barbara Airport
May 17, 2006
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EXHIBIT A

TASK 4 ENVIRONMENTAL SUPPORT

Our environmental support services will include on-site monitoring as appropriate, and the following specific subtasks:

1. Attend pre-construction conference
2. In cooperation with Airport staff, coordinate with agencies when work begins
3. Attend weekly meetings (assume 21 meetings)
4. Monitor installation of stormwater and erosion control BMPs
5. Confirm work limit flagging and fencing
6. Monitor NPDES dewatering and test the discharge (assume 12 samples @ \$2,000/each lab costs) and prepare report
7. Conduct fish relocation and ongoing monitoring/rescue
8. Direct the Contractor in the sediment transfer from channel to channel
9. Construction monitoring by a URS archaeologist and two Native American Monitors (one Barbareño monitor and one Santa Ynez Band monitor)
10. Observe and direct Tecolotito Creek berm grooming and grading
11. Direct the Contractor in the grading for Area R-2
12. Provide direction to the Contractor on bank grading/stabilization along new creek
13. Provide direction to the Contractor on bank stabilization and grooming along short reach of Carneros Creek
14. Install plant flags for new creek banks and at Carneros Creek sediment basin
15. Install plant flags at Area R-2
16. Implement agency notification and corrective action, if necessary, in the event of spill or exceedance of work limits
17. Inspect irrigation system (David Black & Associates)
18. Conduct an inspection of any hazardous materials that are encountered (assume one event)
19. Conduct one-day unexploded ordnance (UXO) training for Contractor

Mr. Leif Reynolds
Santa Barbara Airport
May 17, 2006
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EXHIBIT A

20. Conduct weekly inspections of plantings during 180-day maintenance period; Collect data on plant cover and growth to demonstrate compliance with performance goals in permits
21. Conduct final job walk
22. Prepare project completion report
23. Conduct stormwater sampling

Regarding item 23 above, URS will conduct the second year of the required post-construction stormwater sampling under the Water Quality Management Plan (WQMP). Under this task, URS will collect and analyze stormwater and creek water samples at the Airport after the first year of construction in order to characterize water quality conditions, and to compare to pre-construction data from winter 2004/2005. The WQMP includes winter-time monthly water quality sampling from storm drain outlets that drain areas of the airfield affected by the ASP in order to determine if the new paved and graded areas associated with the ASP could have a long-term effect on general water quality. We will collect monthly grab samples from the following storm drain outlets to Goleta Slough and at three locations along Tecolotito and Carneros Creeks during the winter of 2006/2007:

1. Carneros Creek below the sediment basin
2. Tecolotito Creek below the sediment basin
3. Tecolotito Creek at the bike path (Moffet Place)
4. Network 2 outlet to Tecolotito Creek
5. Network 4 outlet to Goleta Slough (Foxtrot Drain)
6. Network 3 outlet to Goleta Slough
7. Network 6 outlet to Goleta Slough (adjacent to Runway 33)
8. Network 7 outlet (San Pedro Creek)
9. Network 8 outlet (San Pedro Creek)
10. Network 10 outlet to Goleta Slough (ASR Drain)

Sampling will occur at each site on a monthly basis (every 30 days) from November 1, 2006 to April 1, 2007, and for individual storms. We assume there will be eight sampling events; additional sampling would be conducted as Extra Services. Samples will be collected in accordance with the procedures used in the pre-construction sampling program. Grab samples will be taken at each location using plastic bottles provided by the laboratory. Flow

Mr. Leif Reynolds
Santa Barbara Airport
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EXHIBIT A

from each outlet will be visually estimated during sampling. The samples will be taken to laboratories certified by the State Department of Health Services. The following constituents will be measured in the samples: total coliform, fecal coliform, enterococcus, pH, total dissolved solids (TDS), total suspended solids (TSS), turbidity, oil and grease, total petroleum hydrocarbons, copper, zinc, and lead. Separate samples will be collected for bacteria. A report will be prepared in June 2007 summarizing the results of the monitoring. This report will represent the second annual report required under Condition B3.

We will also conduct stormwater sampling in compliance with the construction SWPPP in the winter after construction. We will collect samples at three locations on Tecolotito Creek, three samples at storm drain outlets that convey runoff from the creek corridor clearing area, and one sample from the general work area that conveys runoff from disturbed areas. The 7 samples will be tested at a state licensed laboratory for total dissolved solids, total suspended solids, and turbidity.

PERSONNEL

This scope of work and contract will be managed by Jon Everett. The environmental support services will be managed by Johanna LaClaire. Engineering support services will be managed by Bob Fluhr, the Package 4b design engineer. URS archaeologist Reid Farmer and staff will provide cultural resource services. Tim Garretson, URS unexploded ordnance (UXO) specialist will provide the one-day UXO contractor training.

ESTIMATED COST

URS will provide the above services on a time and expense basis in accordance with the attached cost tables and Fee Schedule. The total not-to-exceed cost is estimated to be \$500,329.

The estimated costs for Tasks 1 through 4 have been developed for the purpose of estimating the total cost of the proposed work. It is understood that the actual cost for each task to be invoiced by URS may differ from the estimated task budget. The actual cost of some tasks may be more than the estimated budget and the actual cost of other tasks may be less than estimated. However, the total cost of the proposed work will not exceed \$500,329 without prior written authorization from the City of Santa Barbara.



Mr. Leif Reynolds
Santa Barbara Airport
May 17, 2006
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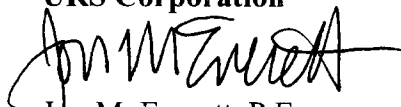
EXHIBIT A

CLOSURE


Thank you for the opportunity to submit this proposal. Please call us if you have any questions or need additional information.

Sincerely,

URS Corporation



Jon M. Everett, P.E.
Project Manager



Timothy J. Cohen
Vice President

Enclosures:

Cost Tables 1 through 5

Fee Schedule

**PERMITTING AND CONSTRUCTION SUPPORT SERVICES
SANTA BARBARA AIRPORT
AIRFIELD SAFETY PROJECT
REALIGNMENT OF CARNEROS AND TECOLOTTITO CREEKS**

S:\04 Proj\Santa Barbara Airport\ASP Phase III\Package 4b Construction Support Services Cost Estimate 5-17-06.xls!Table 1 - Summary

**PERMITTING AND CONSTRUCTION SUPPORT SERVICES
SANTA BARBARA AIRPORT
AIRFIELD SAFETY PROJECT
REALIGNMENT OF CARNEROS AND TECOLOITO CREEKS**

S:_Prop\SB Airport\Airfield Project\Phase III\Package 4\Package 4b Construction Support Services 5-17-06.xls

EXHIBIT A
PERMITTING AND CONSTRUCTION SUPPORT SERVICES
SANTA BARBARA AIRPORT
AIRFIELD SAFETY PROJECT
REALIGNMENT OF CARNEROS AND TECOLOTTITO CREEKS

TABLE 3 - DISCHARGE PERMIT APPLICATION																										
SUBTASK	TASK 2 - DISCHARGE PERMIT APPLICATION	PRINCIPAL		PROJECT / TASK		SENIOR ENGINEER / SCIENTIST		PROJECT ENGINEER / SCIENTIST		SENIOR STAFF ENGINEER/SCIENTIST / CAD TECHNICIAN		STAFF ENGINEER / SCIENTIST / TECHNICIAN		ADMIN / CLERICAL / GRAPHICS		TOTAL LABOR HOURS		URS LABOR		Misc. Direct Costs		Subcontractors		Analytical Laboratory		TOTAL COST
		HRS	RATE	HRS	\$171	HRS	\$150	HRS	\$134	HRS	\$112	HRS	\$90	HRS	\$80	HRS	\$59	HRS	Cost	Cost	Cost	Cost	Cost	Cost	\$	
	SUBTASK DESCRIPTION																									
1	Piezometer Monitoring and Sampling					40							64				104	\$11,120		\$250					\$11,370	
2	Development of Treatment Methodology					64			40						4		108	\$14,316		\$250					\$14,566	
3	Permit Application and Agency Coordination					8			100								108	\$12,400		\$1,000					\$13,400	
4	Soil Sampling					40					80						120	\$13,200		\$500		\$3,000			\$16,700	
5	Analytical Reporting					40			64		24		24		8		160	\$17,720		\$250					\$17,970	
6																										
7																										
8																										
9																										
10																										
11																										
12																										
13																										
14																										
15																										
	SUBTOTALS				192			204		104		88		12		600	\$68,756		\$2,250		\$3,000				\$74,006	
	TOTALS				\$28,800			\$22,848		\$9,360		\$7,040		\$708		600	\$68,756		\$2,250		\$3,000				\$74,006	

EXHIBIT A

S:_Prop\ISB Airport\Airfield Project\Phase III\Package 4\Package 4b Construction Support Services 5-17-06.xls

PERMITTING AND CONSTRUCTION SUPPORT SERVICES
SANTA BARBARA AIRPORT
AIRFIELD SAFETY PROJECT
REALIGNMENT OF CARNEROS AND TECOLOITO CREEKS

EXHIBIT A

TABLE 5 - ENVIRONMENTAL COMPLIANCE																												
SUBTASK	TASK 4 - ENVIRONMENTAL COMPLIANCE SUPPORT	PRINCIPAL		PROJECT / TASK		SENIOR ENGINEER / SCIENTIST		PROJECT ENGINEER / SCIENTIST		SENIOR STAFF ENGINEER/SCIENTIST		STAFF ENGINEER / SCIENTIST / TECHNICIAN		ADMIN / CLERICAL / GRAPHICS		TOTAL LABOR HOURS		URS LABOR		Misc. Direct Costs		Subcontractors		Analytical Laboratory		TOTAL		
		HRS	RATE	HRS	\$171	HRS	\$150	HRS	\$134	HRS	\$112	HRS	\$90	HRS	\$80	HRS	\$59	HRS	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	\$
	SUBTASK DESCRIPTION																											
1	Attend Pre-construction Meeting									4								4	\$448								\$448	
2	Notify Agencies of Start of Work									4								4	\$448								\$448	
3	Attend Weekly Meetings (21)				20					40								60	\$7,480	\$50						\$7,530		
4	Monitor Installation of BMPs									4		24						28	\$2,608	\$50						\$2,658		
5	Confirm Work Limit Flagging and Fencing									4		16						20	\$1,888	\$50						\$1,938		
6	Monitor NPDES Dewatering/Test Discharge/Reporting				12					36		36						84	\$9,072	\$50					\$24,000	\$33,122		
7	Fish Relocation and Ongoing Monitoring and Rescue									48		96						144	\$14,016	\$500						\$14,516		
8	Direct Transfer of Sediment to New Channel									8		16						24	\$2,336							\$2,336		
9	Archaeological Monitoring (URS and Native American)							40					840					880	\$72,560			\$67,200				\$139,760		
10	Observe/Direct Tecolotito Berm Grooming/Grading									24		40						64	\$6,288	\$50						\$6,338		
11	Direct Area R-2 Grading									28		40						68	\$6,736	\$50						\$6,786		
12	Direct Bank Grading/Stabilization for New Tecolotito Creek									16		80						96	\$8,992	\$50						\$9,042		
13	Direct Bank Grading/Slab. for New Reach Carneros Creek									8		16						24	\$2,336	\$50						\$2,386		
14	Install Plant Flags. New Creek Banks/Carneros Creek Sed. Basin									20		100						120	\$11,240							\$11,240		
15	Install Plant Flags: Area R-2									4		56						60	\$5,488							\$5,488		
16	Notify Agencies/Corrective Action for Spill/Work Area Exceed.									4		8						12	\$1,168							\$1,168		
17	Inspect Irrigation System									4		16						20	\$1,888			\$5,000				\$6,888		
18	Hazardous Materials Field Inspection - One Event, if Needed				4					12								16	\$1,944							\$1,944		
19	UXO Training for Contractor				16							144						16	\$2,400							\$2,400		
20	Inspection During 180-day Plant Maintenance Period									48								192	\$18,336	\$200						\$18,536		
21	Final Job Walk									8								16	\$2,096							\$2,096		
22	Project Completion Report											40						48	\$4,800	\$250						\$5,050		
23	WCMP/SWPPP Sampling and Annual Report				24					48		120						192	\$19,776	\$250					\$40,000	\$60,026		
	SUBTOTALS				92		40	372	848				840				2192	\$204,344	\$1,600		\$72,200			\$64,000	\$342,144			
	TOTALS				\$13,800		\$5,360	\$41,664	\$76,320		\$67,200						2192	\$204,344	\$1,600		\$72,200			\$64,000	\$342,144			

EXHIBIT A

URS Corporation

2006 SPECIAL SCHEDULE OF FEES AND CHARGES

Santa Barbara Airport Permitting and Construction Support Services Realignment of Carneros and Tecolotito Creeks

The following describes the basis for compensation for services performed from project initiation through the end of fiscal year 2006. This Schedule of Fees and Charges will be adjusted annually on January 1 of each subsequent fiscal year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the new year. The new Schedule of Fees and Charges will apply to new assignments.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the Unit Priced Hourly Rates set forth below for the labor classifications indicated.

<u>Labor Classification</u>	<u>Hourly Rate (\$)</u>
Admin/Clerical/Graphics*	59
CAD Technician/Drafter*	80
Sr. CAD Technician/Drafter*	90
Staff Engineer/Architect/Scientist	80
Sr. Staff Engineer/Architect/Scientist	90
Project Engineer/Architect/Scientist	112
Sr. Project Engineer/Architect/Scientist	124
Senior Engineer/Architect/Scientist	134
Project/Task Manager	150
Principal	171

Charges for contract personnel under URS supervision and using our facilities will be made according to the hourly rate corresponding to their classification.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time hourly rate. Overtime by non-exempt personnel (classifications identified with an asterisk "**") will be charged at 1.3 times the above hourly rate.

Special project accounting reporting and financial services, including submission of invoice support documentation, will be charged at the rate of a clerk.

URS LABORATORY SERVICES

The charges for laboratory testing performed at URS facilities are set forth in the Schedule of URS Laboratory Testing Charges.

OTHER PROJECT CHARGES

Subcontracts and Equipment Rental

Services subcontracted by URS to others will be charged at cost plus 5%. Other direct costs (ODCs) incurred by URS will be charged at cost plus 10%.

Computers

The charge for in-house network computers is \$7.00 per hour. The charge for use of Computer-Aided Design and Drafting (CADD), graphics generation, modeling applications and similar technical computing is \$25.00 per hour. The charge for use of the Geographic Information System (GIS) is \$35.00 per hour; the cost for Mini-Computers is \$50.00 per hour.

In addition to the above, there will be a charge of \$40 for each E size paper plot, \$30 for each D size paper plot, and \$20 for each C size paper plot generated by the CADD and GIS systems.

Document Reproduction

In-house reproduction will be charged at \$.10 a page for black & white and \$1.50 a page for color for letter, legal, and 11 x 17 size copies. Other size document copying will be charged at \$2.75 a page.

Vehicles and Mileage

Field vehicles (pick-ups, vans, trucks, etc.) used on project assignments will be charged at \$75.00 per day. The mileage charge for personal autos will be the mileage rate established by the Internal Revenue Service, which is currently \$.445 per mile.

Specialized Equipment

The use of specialized URS equipment will be the fixed rental rates set forth in the Schedule of URS Specialized Equipment Charges.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.

CERTIFICATE OF INSURANCE

This certifies to the City of Santa Barbara, P.O. Box 1990, Santa Barbara, California, 93102-1990, that the following described policies have been issued to:

Insured: URS Corporation Americas
 Address: 130 Robin Hill Road, Suite 100
 Location of operations insured: Santa Barbara, CA 93117


Description of work (show project name and/or number, if any): Airfield Safety Project Package 4B Construction Services

POLICIES AND INSURERS	LIMITS		POLICY NUMBER	EXPIRATION DATE
	Bodily Injury	Property Damage		
Comprehensive General Liability National Union Fire Ins Co of Pittsburgh (Insurer) SIR \$4,000,000	Each Person \$1,000,000 Each Occurrence	Each Occurrence \$2,000,000 Aggregate Combined Single Limit	GL177-4888	5/1/07
Comprehensive Automobile Liability Owned & Hired & Non-Owned (X) Any (Insurer) National Union Fire Ins Co of Pittsburgh	Each Person Each Occurrence	Each Accident \$1,000,000 Combined Single Limit	CA826-2357	5/1/07
Professional Liability Errors & Omissions Malpractice (If Applicable) Negligent Performance (Insurer)	Each Person Each Claim	Each Accident Aggregate Combined Single Limit		
Workers' Compensation National Union Fire Ins Co of Pittsburgh (Insurer)	Statutory Employer's Liability \$ 1,000,000		1359815	1/1/07

The following coverage or conditions are in effect

	Yes	No
1. City of Santa Barbara, its Officers, Employees, and Agents Named as Additional Insured	XX	
2. Policies will not be canceled, Limited, or Allowed to Expire Without 30 Days Written Notice to the City Clerk, P. O. Box 1990, Santa Barbara, CA 93102-1990	XX	
3. Coverage afforded the City shall Apply as Primary & Not Excess to Any Insurance Issued in the Name of the City	XX	
4. Blanket or Scheduled Contractual Liability Sufficiently Broad to Cover Liability Assumed in Contract	XX	
5. Severability of Interest Clause	XX	
6. Broad Form Property Damage Endorsement	XX	
7. X, C, U Hazards Included	XX	
8. Products and Completed Operations	XX	
9. Longshoremen's Harbor Workers' Act	XX	
10. Other (specify)	XX	

Date: 4/13/08


 (Authorized Signature)
 Brian Smith

At: San Francisco, CA

(Print Name)
 AIG, 121 Spear St, San Francisco, CA 94105
 (Company and Address)

NOTE: Authorized signature may be the agent if agent has placed through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.

CERTIFICATE OF INSURANCE

This certifies to the City of Santa Barbara, P.O. Box 1990, Santa Barbara, California, 93102-1990, that the following described policies have been issued to:

Insured: URS Corporation Americas
 Address: 130 Robin Hill Road, Suite 100
 Location of operations Insured: Santa Barbara, CA 93117

Description of work (show project name and/or number, if any): Airfield Safety Project Package 4B Construction Services

POLICIES AND INSURERS	LIMITS		POLICY NUMBER	EXPIRATION DATE
	Bodily Injury	Property Damage		
Comprehensive General Liability National Union Fire Ins Co of Pittsburgh (Insurer)	Each Person	Each Occurrence		
	Each Occurrence	Aggregate		
	Combined Single Limit			
	Each Person	Each Accident		
Comprehensive Automobile Liability a Owned a Hired a Non-Owned (X) Any (Insurer)	Each Occurrence			
	Combined Single Limit			
	Each Person	Each Accident		
	Each Claim \$1,000,000	Aggregate \$1,000,000		
Professional Liability Errors & Omissions Malpractice (If Applicable) Negligent Performance Lexington Insurance Co. Lloyds of London/A.F Beasley Syndicate 623/263 (Insurer)	Combined Single Limit		1155961 MLP0005	5/1/07
	Each Person	Each Accident		
	Each Claim \$1,000,000	Aggregate \$1,000,000		
	Combined Single Limit			
Workers' Compensation (Insurer)	Statutory			
	Employer's Liability			

The following coverage or conditions are in effect			Yes	No
1. City of Santa Barbara, its Officers, Employees, and Agents Named as Additional Insured	GL & AL			
2. Policies will not be canceled, Limited, or Allowed to Expire Without 30 Days Written Notice to the City Clerk, P. O. Box 1990, Santa Barbara, CA 93102-1990				
3. Coverage afforded the City shall Apply as Primary & Not Excess to Any Insurance Issued in the Name of the City				
4. Blanket or Scheduled Contractual Liability Sufficiently Broad to Cover Liability Assumed in Contract				
5. Severability of Interest Clause				
6. Broad Form Property Damage Endorsement				
7. X, C, U Hazards Included				
8. Products and Completed Operations				
9. Longshoremen's Harbor Workers' Act				
10. Other (specify)				

Date: 5/16/06

At: San Francisco, CA

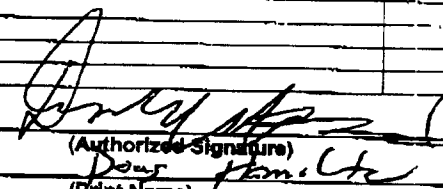

 (Authorized Signature)
 Doug Hemmelt
 (Print Name)
 AIG, 121 Spear St., San Francisco, CA 94105
 (Company and Address)

EXHIBIT B

CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE Santa Barbara Municipal Code § 9.126.020

A. Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Santa Barbara and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City for purchases, services, and the construction, repair, or improvement of public works.

B. Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the City for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.

5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the

City as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "nonresponsible".

The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City shall notify the Contractor that unless he demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he has implemented remedial measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the City Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the City Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such moneys shall be recovered from the Contractor. The City may deduct any such penalties from any moneys due the Contractor from the City.

7. The Contractor certifies to the City that he has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:

a. The Contractor shall notify all supervisors, foremen and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.

b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.

c. The Contractor shall file a basic compliance report as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

d. The Contractor shall notify the City of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.

8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.

9. The Contractor certifies to the City that he will comply with the following requirements with regard to all subcontractors and suppliers:

a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.

b. Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the City, the Contractor may request the City to enter into such litigation to protect the interests of the City.

Exhibit C
FAA Contractor Contractual Requirements
Title VI Assurances

During the performance of this contract, Contractor, for itself, its assignees and successors in interest (hereinafter referred to as "Contractor") agree as follows:

1. Compliance with Regulations. Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. Contractor shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to--
 - (a) withholding of payments to Contractor under the contract until Contractor complies, and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** Contractor shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by Regulations or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. **Contract Assurance:** The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate,
2. **Prompt Payment:** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

FOREIGN MARKET RESTRICTIONS

1. Contractor agrees it will not allow funds provided under this Contract to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

SANTA BARBARA MUNICIPAL AIRPORT

AIRPORT IMPROVEMENT PROGRAM PROJECT No. 3-06-0235- 31
STATE OF CALIFORNIA

CERTIFICATION OF CONTRACTOR

I hereby certify that I am a VICE PRESIDENT and duly authorized representative of the firm URS Corporation whose address is 130 Robin Hill Road, Suite 100 Goleta, CA 93117, and that neither I nor the above firm I here represent has:

- A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
- B. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- C. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both criminal and civil.

5/19/06 Date

Timothy G. Cohen
Timothy Cohen, Vice President